

**FATCA Form "A" For Entities (Business)**

Account No \_\_\_\_\_ CIF \_\_\_\_\_  
(Only to be completed for existing accounts. New Clients to proceed to next question.)

Company Name : \_\_\_\_\_

**Please answer the following questions:**

- a) Is this entity a public listed Company or an affiliate of public listed Company ?  Yes  No
- b) Is this entity :
  - i) Government owned?  Yes  No
  - ii) A tax exempt Retirement Fund or Trust?  Yes  No
  - iii) A tax exempt Not For Profit entity (Charity)?  Yes  No
- c) Is the Country of Incorporation and /or Parent Company Country of Incorporation the U.S?  Yes  No
- d) Is the Country of Incorporation and/or Parent Company Country of Incorporation any Country other than the U.S?  Yes  No
- e) Is this entity an Active Non-Financial Foreign Entity or a Passive \* Non Financial Foreign Entity:  Active  Passive  
 " Passive entities generating >50% of their income from passive sources such as interest, dividend, income equivalent to interest rents and royalties, annuities, the excess of gains over losses from the sale or exchange of property etc., whereas "Active" entities generate >50% of their income from non-passive sources such as non-investment business like trading, manufacturing or provision of services etc.
- f) Are you aware if any of the shareholders beneficial owners, directors or partners (with >=10% ownership) of the Company are U.S. citizens (ie. hold a U.S passport, hold a U.S Green Card, or a U.S Social Security Number)  Yes  No
- g) Does this entity have POA holder or authorised signatory with a U.S security mailing address?  Yes  No
- h) Is this entity's income effectively connected with the conduct of a trade or business in the U.S?  Yes  No

If you have answered 'Yes' to any of the above questions, please complete the requested additional details on Form B

Please complete the following declaration:

I/We, authorised signatories of \_\_\_\_\_, acknowledge and declare under the penalties of perjury that the information provided on Form A and on Form B (where applicable) is correct and true and complete to the best of my/our knowledge and belief. I/We agree to provide under the penalties of perjury supporting evidence and provide updates in case any of the aforementioned information changes. In case CBI Al Islami ("The Bank") has any reason to believe that the disclosed information is incorrect, the Bank reserves the right to take suitable action against me/us.

**Terms and Conditions:**

By signing these Terms and Conditions, the Client confirms and agrees that (notwithstanding any other provision in the Terms and Conditions):

- a. The client will provide additional information or documents that the Bank needs from the Client and that the Client waives any confidentiality rights applicable under data protection, banking secrecy or similar laws in respect of all information the Bank holds or obtains from the Client which the Bank needs to disclose to comply with its obligations;
- b. The Client permits disclosure of such information to the tax authorities referred to above and to the tax authority's agents or sub-contractors engaged for the purpose of centralizing the processing of Client information in another country;
- c. If the Client does not provide the Bank with information or documents the Bank needs, the Bank may withhold a proportion of the available balance, including profit of interest, paid to the Client as required by any tax authority, close the account and or/terminate the banking facilities of the Client or transfer the account and/or banking facilities to an affiliate Bank;
- d. If the Client asks the Bank to make a payment to an account based at a financial institution which does not participate or comply with the relevant tax legislation, the Bank may be required, and the Client authorizes the Bank, to withhold certain amounts from the payment and the Bank will inform the Client if this is the case;
- e. The Bank may transfer the Client's data to another country or countries for processing by and on behalf of the Bank and use agents and sub-contractors to process the Client's data to comply with the Banks obligations;
- f. The Bank will not be liable to the Client for any loss the Client may suffer as a result of complying with legislation or agreements with tax authorities in accordance with this provision unless that loss is caused by the Bank's gross negligence, willful default or fraud as may be finally judicially determined;
- g. The Client will indemnify the Bank against any and all loss or damages incurred as a result of the Client's breach or non-compliance with these Terms and Conditions or any misrepresentation by the Client of information provided to the Bank; and
- h. The Client's consent on the above mentioned agreements will override any contradictory terms or consent provided by the Client under any other agreement with the Bank, whether before or after the date of signing these Terms and Conditions, notwithstanding any clause governing the variation of an earlier agreement with the Bank.

Signature(s) of the Client\*\* : \_\_\_\_\_ Date:

Signature(s) of the Client\*\* : \_\_\_\_\_ Date:

\*\* Client(s) that needs to sign are the person empowered by the entity to open bank accounts

**FATCA Form "A" For Entities (Business)**

If you have answered "Yes" to any of the questions on the previous page, please provide additional details as under:

- a) If public listed, please advise the name of the Exchange on which the company is listed \_\_\_\_\_
- b) Provide some documentary evidence to prove claimed FATCA Exempt status.
- c) Additional details not required.
- d) If country of Incorporation and /or Parent Country of Incorporation is not the U.S. please provide details:

Country of Incorporation : \_\_\_\_\_ Parent Company Country of Incorporation : \_\_\_\_\_

Contact No. (Local) : \_\_\_\_\_ Contact No. (International) : \_\_\_\_\_

- e) Additional details not required
- f) If there are any Significant Beneficial Owners that are US persons, please specify the name of the shareholder, director or partner (beneficial owner) along with % of ownership in the entity and TIN in the table below:

Serial No	Name of Substantial Beneficial (SBO)	Address of SBO	Nationality	% of entity owned	TIN of SBO

- g) Please provide details of POA's U.S. address:

Address Line 1: \_\_\_\_\_ Address Line 2: \_\_\_\_\_

P.O. Box No: \_\_\_\_\_ City: \_\_\_\_\_ Country: \_\_\_\_\_

- h) Please provide details of significant U.S. trading partner:

Nature of trade/business: \_\_\_\_\_

Name(s) of U.S. entity(s) with whom you trade/do business: \_\_\_\_\_

**For Bank use only**

Client data updated on the system:  Yes  No

If new CIF created, please specify the No: \_\_\_\_\_

Client classified as U.S. Person:  Yes  No

SSO/CSO/RM Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:

Reviewed by Name : \_\_\_\_\_

Signature: \_\_\_\_\_ Date:

**NB – Obtain "W8 BEN E" IRS Forms only in the circumstances given below in point 3:**

1. Non U.S. Reportable NFFEs – In case answers to questions a),b) and c) are "Yes" and answer to e) is "Active", then this entity is not U.S. Reportable under FATCA and needs to be flagged by checking the Non U.S. Reportable check box.
2. U.S. Reportable NFFEs – If answers to questions a), b) and c) are "No", answer to e) is "Passive" and answer to f) is "Yes", then this entity is U.S. Reportable under FATCA and needs to be flagged by checking the U.S. Reportable check box.
3. W8 BEN E – If answer to question e) is "Passive", please collect signed and completed W8 BEN E Form from the Passive NFFE.